SOLICITATION, OFFER AND AWARD						ontract Is A		Order	R	ating DOA7	Page 1	of 30
2. Conti	ract No.		3. Solicitation No W15P7T-04-R-A		4. Type o	Type of Solicitation 5. Date Issued 6. Requisition/Purchase No SEE SCHEDULE						
					8. Addres	s Offer To	(If Other	Than Iter	m 7)			
SOLICI	TATION	N	OTE: In sealed bid so	licitations 'offe	r' and 'off	eror' mean	'bid' and	l 'bidder'.				
place spe 09:00a Caution	am (hou	o 8, or if had r) local time ssions, Mod	ndcarried, in the depo e 2004SEP13 difications, and Withd	(Date).	n ELE	CTRONIC S	SUBMISSIO	ON VIA AS	SFI IBOP			until
	Information	Na Na	me NANETTE MCGINE		AIL1.MONN	OUTH.ARM	Y.MIL	_	one No. (I	nclude Area	Code) (NO	Collect Calls)
		· ·			11. Table (							
(X)	Section		Description	Page	e(s) (X	Sec	tion		Descr	iption		Page(s)
1		Part I	- The Schedule					Part I	I - Contra	ct Clauses		
Х	A	Solicitation	n/Contract Form	1	Х	]	I C	ontract Cl	lauses			15
Х	В		r Services and Prices/	Costs 4		Part	III - List (	Of Docume	ents, Exhi	bits, And Ot	her Attachi	ments
X	С		n/Specs./Work Staten		Х			ist of Atta		,		19
X	D	Packaging	and Marking	8		· ·	Part	IV - Repr	esentation	s And Instru	ictions	
X	E	0 0	and Acceptance	9		I	K R	epresentat	tions, Cert	ifications, a	nd	
X	F	Deliveries	or Performance	10	) X		o	ther State	ments of (	Offerors		20
Х	G	Contract A	Administration Data	11	. Х	]	L In	strs., Con	ds., and N	otices to Off	erors	29
X	H	Special Co	ntract Requirements	13	3	N	M E	valuation :	Factors fo	r Award		
				OFFER (Mu	st be fully	completed	bv offero	r)				
NOTE.	T4 12 J		f the solicitation inclu						D! . J			
inserted each iten 13. Disco (See Sect	by the offeron, delivered and the point For Prories in I, Clause	r) from the t the design npt Paymer No. 52.232	-8)	fers specified al the time specifi	bove, to fur ed in the so	nish any o hedule.	r all items	s upon wh	ich prices	are offered :	at the price	
	_		nents (The offeror ack	_	Amen	lment Nun	ıber	Date	An	nendment N	umber	Date
•			icitation for offerors	and related								
VALCON 175 SC GUELPH	ntractor/Offormula in the contractor of the contractor of the contract of the	eror/Quote		6 Facility		16. N	Name and	Title of Po	erson Autl	norized to Si	ign Offer (T	Type or Print)
	lephone Num ea Code)	ber (Includ	☐ Differe	f Remittance A ent From Blk 15 n Such Address	5A-	17. S	ignature				18. Offer	Date
			<b>,</b>	AWARD (T	o be comp	eted by Go	overnmen	t)				
19. Acce	epted As To I	tems Numb	pered 20	). Amount	21. A	ccounting	And App	ropriation	1			
22. Authority For Using Other Than Full And Open Competition:  10 U.S.C. 2304(c)( )					ubmit Invo (4 copies u					Item		
24. Administered By (If other than Item 7) Code				25. P	ayment W	ill Be Mad	de By			C	Code	
SCD 26. Nam	PAS ne of Contrac	ting Officei	ADP PT	,	27. U	nited State	es Of Ame	erica			28. Award	Date
					_							
						(Signa	ture of C	ontracting	Officer)			

 $IMPORTANT-Award\ will\ be\ made\ on\ this\ Form, or\ on\ Standard\ Form\ 26, or\ by\ other\ authorized\ official\ written\ notice.$ 

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

**Page** 2 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_ Date

A-1 52.6106 NOTICE: SOLICITATION OMBUDSMAN

JAN/2004

- (a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.
- (b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Nanette McGinley. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
CECOM Acquisition Center
Solicitation Ombudsman
Attn: Ms. Diane L. Meickle
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

A-2 52.6307 EXECUTIVE SUMMARY

AUG/1996

1. Description of the Item(s)/Service(s) being Procured. 300 Each AS-

2108A

Automatic Direction Finder Set

- 2. Program Objectives/Needs. -2-
- 3. <u>Delivery Schedule.</u> 120 Days after Contract
- 4. Government Testing Requirements. -4-
- 5. Type of Contract. Firm Fixed Price
- 6. Format of the Contract. Uniform
- 7. Nature of the Work. Production
- 8. <u>Unusual/Specific Aspects of the Acquisition</u>. N/A
- 9. Source Selection Methodology. N/A
- 10.  $\underline{\text{Negotiated Procurements}}$ . Sole source acquisition IAW FAR 6.302.2 to Valcom Limited, Ontario Canada
- 11. <u>Disclaimer</u>. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.
- 12. The contractor shall use Commercial products, processes and practices to reduce development, production, and operational support costs. The U.S. Army CECOM intends to procure 300 each AS-2108A Direction Finder Antenna part of the AN/ARN-89B Low Frequency Authomatic Direction Finder Set. The acquisition is sole source

COMPINITATION CHEET	Reference No. of Document Bei	<b>Page</b> 3 <b>of</b> 30		
CONTINUATION SHEET	PHN/SHN W15P7T-04-R-A906	MOD/AMD		

Name of Offeror or Contractor: VALCOM LIMITED

in accordance with FAR  $6.302.2 to \ {\tt Valcom\ Limited\ located\ in\ Guelph,\ ON,\ Canada.}$ 

\*\*\* END OF NARRATIVE A 001 \*\*\*

# Reference No. of Document Being Continued PIIN/SIIN $^{\text{W15P7T-04-R-A906}}$ MOD/AMD

**Page** 4 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5985-00-001-4077 FSCM: 80058 PART NR: AS2108AARN89 SECURITY CLASS: Unclassified				
0001AA	AS-2108 A DIRECTION FINDER ANTENNA	300	EA	\$	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ANTENNA, AS-2108 A / PRON: C94SN020C9 PRON AMD: 01  300 each AS-2108A in accordance with SMD 730981 and Statement of Work, Attachment 1, Section J.  (End of narrative B001)	Integrated			
	Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: IAW SOW ATTACH 1				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTM 3951-98 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15GK84169CC01 W25G1U J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 300 0120				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS				
	(W25G1U) TRANSPORTATION OFFICER  UNKNOWN  NTREQD  DDSP NEW CUMBERLAND FACILITY  NEW CUMBERLAND PA 17070-5001				

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

**Page** 5 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title							
C-1	52.6900 CS6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)  ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS							
	(STATEMENT								
	(52.6900)		(						
	Sep 2003)								

- 1. The documents listed at Attachment -1- are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with the part number and integrated Statement of Work dated August 1, 2004.
- 2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment -2- govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).
- 3. When applicable, a list of the Contract Data Requirements Lists (CDRLs DD Form 1423s) that apply to this contract is furnished at Attachment -3-. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <a href="http://assist.daps.dla.mil/">http://assist.daps.dla.mil/</a>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

- 4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated -4-, and Supplement -5-. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.
- 5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:
- a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP Building 4/Section D 700 Robbins Avenue Philadelphia, PA 19111-5094

FAX: (215) 697-1462

 $\label{eq:note_norm} \mbox{Note that requests for specification MIL-E-1 must include reference to the tube type.}$ 

b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

**Page** 6 **of** 30

MOD/AMD

Name of Offeror or Contractor: VALCOM LIMITED

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

> American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, http://www.dodssp.daps.mil Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: http://assist.daps.mil

- 6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.
  - a. Drawing Review and Certification.
- (1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.
- (2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment -6-, excluding drawings for those items which will be governmentfurnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation
- (3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.
- (4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.
  - b. Disposition of Drawings and Specifications.
- (1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.
- (2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.
- 7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

<b>IUATION</b>	
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# Reference No. of Document Being Continued

**PIIN/SIIN** W15P7T-04-R-A906

MOD/AMD

**Page** 7 of 30

Name of Offeror or Contractor: VALCOM LIMITED

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
  - b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

- (-7-) effective date of contract.
- (-8-) date of contract award.

(End of clause)

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

**Page** 8 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date

D-1 52.7043 STANDARD PRACTICE FOR COMMERCIAL PACKAGING APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19248-2959.

D-2 52.7047 BAR CODE MARKING OCT/2001

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

**Page** 9 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 10 of 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION F - DELIVERIES OR PERFORMANCE

 Regulatory Cite
 Title
 Date

 F-1
 52.242-15
 STOP-WORK ORDER
 AUG/1989

F-2 52.211-16 VARIATION IN QUANTITY

APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:
    - -1- Percent increase
    - -2- Percent decrease

This increase or decrease shall apply to -3-.

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 11 of 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION G - CONTRACT ADMINISTRATION DATA

<u>-6-</u>

not completed to indicate a different address.

DSN/Autovon No.: -8-

Regulatory Cite \_ Title Date PLACE OF PERFORMANCE AND SHIPPING POINT G-1 DEC/1987 1. The work called for herein will be performed by the contractor at the following location(s): Location of Final Manufacture:  $\underline{-1-}$ (City, County, State) Packaging and Packing: \_-2-\_ (City, County, State) Shipping Point (at or near): -3-(Street Address, City, State, Zip Code) Producing facilities:  $\underline{-4-}$ (Owner, Street Address, City, State, Zip Code) Operator: <u>-5-</u> (Operator, Street Address, City, State, Zip Code) Contractor's office which will receive payment, supervise and administer the contract:

- (Street Address, City, State)
- 3. <u>UNCLASSIFIED CONTRACTS</u>. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

```
G-2 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE MAR/1999
Project Designation: _-1_

Initiating Activity: _2__ (Item/Project Manager)

Controlled Item Report Requirements: _-3__

Invoice Address: _-4__

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: _-5__

Organization Code: _-6__

Telephone Area Code and No.: (732)-7__
```

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 12 of 30

Name of Offeror or Contractor: VALCOM LIMITED

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item <u>must</u> be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from <u>only</u> those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

- G-3 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1
- (a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).
  - (b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer

Instructions to Administrative Contracting Officer\*

Instructions to other Defense Contract Management Command personnel\*

Instructions to Defense Finance Administration Services

Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box <u>AMSEL-AC-SP-D@maill.monmouth.army.mil</u>.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

**Page** 13 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1

H-2

52.6110 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

JUN/1999

- (a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.
  - (b) The format for all communication shall be compatible with the following:
- (c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.
- $\mbox{(d)}\ \mbox{A}$  copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.
- (e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed 1/2 megabyte)
Revised Shipping Instructions
Change Order Directions

- (f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.
- (g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.
- (h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:
  - (i) The Contracting Officer's e-mail address is: -2-The Contract Specialist's e-mail address is -3-The Technical Point of Contact's e-mail address is: -4-

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 14 of 30

Name of Offeror or Contractor: VALCOM LIMITED

(End of clause)

H-3 225.802-70-LOCAL CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA

DEC/2003

HS7500 Contractor Deployment To South West Asia (Dec 2003)

- a. Employees going on field visits, TDYs, and deployments to Southwest Asia (Kuwait, Iraq, Afghanistan, Djibouti, Jordan, Qatar, etc.) must coordinate with the AMC Logistics Support Element (LSE) in Southwest Asia (SWA). The AMC LSE SWA is the entry point for all AMC visitors to that part of the world. These ensure that AMC military, civilians and contractors are routed through the appropriate subordinate LSE or LAO. In briefs and out briefs are mandatory. The AMC LSEs and LAOs need to know who comes into the theater for accountability purposes and administrative oversight and force protection. The Area Commander is required to know the location of all AMC contractors in their Area of Operation at all times.
- b. Notifying the AMC LSE SWA of the contractor's impending visit is not a problem, if a call forward has been requested, because the LSE SWA receives a copy of every call forward from the AMC Emergency Operations Center. Some employees may not receive a call forward, usually because they are going for less than 30 days. In those cases, the contractor needs to notify the CECOM DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762 of the visit and they will coordinate with LSE SWA.
- c. All contractors are responsible for coordinating with the AMC LSE SWA when they enter the area and/or when they leave. The call forward specifically instructs the employee to contact the AMC-LSE SWA Personnel Section (G1) at DSN 318-825-4220 or commercial  $732-427-5062 \times 6623$  for military and civilians and  $732-427-5062 \times 6611$  for contractors, to let them know where they are in the AOR and that requirement needs to be followed.
- d. In addition, every travel order for SWA shall have the following statement in the remarks section:
- "All AMC military (AC/RC), Department of the Army Civilians, and contractors will contact the appropriate AMC office and coordinate with the AMC office the purpose of their visits."
  - 2. If are any questions, contractor employees may contact the DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762.

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

**Page** 15 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION I - CONTRACT CLAUSES

DECITON I	CONTRACT CHAUDED		
	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDSNEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.227-09	REFUND OF ROYALTIES	APR/1984
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-29	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-30	52.229-05	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -	APR/1984
I-31	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-32	52.232-01	PAYMENTS	APR/1984
I-33	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-11	EXTRAS	APR/1984
I-35	52.232-17	INTEREST	JUN/1996
I-36	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-37	52.232-25	PROMPT PAYMENT	OCT/2003
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-39	52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	MAY/1999
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-42	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-43	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-44	52.248-1	VALUE ENGINEERING	FEB/2000
I-45	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-46	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-48	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-49	252.225-7001	BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM	APR/2003
I-50	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-51	252.225-7007	BUY AMERICAN ACTTRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM	OCT/2002
I-52	252.225-7009	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Name of Offeror or Contractor: VALCOM LIMITED

	Regulatory Cite	Title	Date
I-53	252.225-7010	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRY	AUG/2000
		ADDITIONAL PROVISIONS	
I-54	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-55	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-56	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-57	252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS	NOV/1995
I-58	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-59	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-60	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-61	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-62	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-63	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	OCT/2003
IF6852	52.204-7 Centra	al Contractor Registration Alternate 1.	, , , , , , , , , , , , , , , , , , , ,

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Government has validated all mandatory data fields and has marked the record ``Active''.
- (b)(1) The Contractor shall be registered in the CCR database by ------ [Contracting Officer shall insert a date no later than
- December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

  (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of
- solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <a href="http://www.dnb.com">http://www.dnb.com</a>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not

alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of

Page 16 of 30

### Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 17 of 30

Name of Offeror or Contractor: VALCOM LIMITED

Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423, or 269-961-5757.
- I-64 52.227-03 PATENT INDEMNITY (ALTERNATE II) APR/1984
  The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:
  - (c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

- I-65 52.243-07 NOTIFICATION OF CHANGES APR/19
- (a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer.
  'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_\_ calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-
  - (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

### Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 18 of 30

Name of Offeror or Contractor: VALCOM LIMITED

- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within \_\_\_\_ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
  - (i) In the contract price or delivery schedule or both; and
  - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I-66	52.252-02	CLAUSES INCORPOR	ATED BY REFERE	ENCE			F	EB/1998		
This contract	incorporates one o	r more clauses by	reference, wi	th the same	force and	effect as i	if they were	given in f	ull text.	Upon
request, the (	Contracting Officer	will make their	full text avai	lable. Also	, the full	text of a o	clause may be	accessed	electronic	ally at
this/these add	dress(es):									
http://w	www.arnet.gov/far									
http://i	farsite.hill.af.mil									

(End of Clause)

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 19 of 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION J - LIST OF ATTACHMENTS

List of

Addenda \_\_\_\_\_ Title \_\_\_\_\_ Date of Pages Transmitted By

Attachment 001 STATEMENT OF WORK INTEGRATED 01-AUG-2004 003 EMAIL

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 20 of 30

Name of Offeror or Contractor: VALCOM LIMITED

\_\_\_ Hispanic American.

SECTION	K	_	REPRESENTATIONS.	C	PROTTETCATTONS	AMD	OTHER	STATEMENTS	OF	OFFFPOPS
SECTION	1/		VELVEDENTALIONS '	, –	CULTITADITATIONS,	AND	OIREK	SIMITIMIS	Or.	CAOABTTO

SECTION	K - REPRESENTATIONS, CER	RTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS						
	Regulatory Cite	Title	Date					
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991					
K-2	K-2 252.225-7017 ***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES I							
K-3 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE J RESTRICTIONS								
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004					
(1)		astry Classification System (NAICS) code for this acquisition is [insert NAICS code].						
(2)	The small business size	e standard is [insert size standard].						
tha		e standard for a concern which submits an offer in its own name, other service contract, but which proposes to furnish a product which it did not employees.						
(b) Repr	esentations.							
(1)	The offeror represents	as part of its offer that it * is, * is not a small business concern.						
of	this provision.) The off	offeror represented itself as a small business concern in paragraph $(b)(1)$ feror represents, for general statistical purposes, that it * is, * is not zern as defined in 13 CFR 124.1002.						
of		offeror represented itself as a small business concern in paragraph $(b)(1)$ feror represents as part of its offer that it * is, * is not a women-owned						
of		offeror represented itself as a small business concern in paragraph $(b)(1)$ efferor represents as part of its offer that it * is, * is not a veteran-own						
par	agraph (b)(4) of this pr	offeror represented itself as a veteran-owned small business concern in covision.) The offeror represents as part of its offer that is * is, * is wned small business concern.	not a					
		for represented itself as small business concern in paragraph (b)(1) feror represents, as part of its offer, that						
	representation, on the the Small Business Adm principal office, or F	ot a HUBZone small business concern listed, on the date of this List of Qualified HUBZone Small Business Concerns maintained by ministration, and no material change in ownership and control, HUBZone employee percentage has occurred since it was certified by ministration in accordance with 13 CFR Part 126; and						
	126, and the represent HUBZone small business [The offeror shall ent concerns that are part	not a joint venture that complies with the requirements of 13 CFR Part cation in paragraph (b)(6)(i) of this provision is accurate for the sconcern or concerns that are participating in the joint venture.  Let the name or names of the HUBZone small business concern or cicipating in the joint venture:] Each HUBZone a participating in the joint venture shall submit a separate signed copy entation.						
(7)		epresented itself as disadvantaged in paragraph (b)(2) of this or shall check the category in which its ownership falls:						
	Black American.							

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 21 of 30

PHN/SHN WISP/I-04-R-A900 MIOD/A

Name of Offeror or Contractor: VALCOM LIMITED

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiian	s)	
--	----	--

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

### (d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

**Page** 22 **of** 30

Name of Offeror or Contractor: VALCOM LIMITED

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
  - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

- (a) Definitions.
  - "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
  - "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

# Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in

MOD/AMD

Page 23 of 30

Name of Offeror or Contractor: VALCOM LIMITED

otherwise due under the contract.

FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (d) Taxpayer Identification Number (TIN). ( ) TIN:\_\_\_\_\_. ( ) TIN has been applied for. ( ) TIN is not required because: ( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ) Offeror is an agency or instrumentality of a foreign government; ) Offeror is an agency or instrumentality of a Federal Government; ( ) Other. State basis.\_\_\_ (e) Type of organization. ( ) Sole proprietorship; ) Partnership; ) Corporate entity (not tax-exempt): ) Corporate entity (tax-exempt): ) Government entity (Federal, State, or local); ) Foreign government; ) International organization per 26 CFR 1.6049-4; ( ) Other \_\_\_ (f) Common Parent. ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. ( ) Name and TIN of common parent: TIN

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

(End of Provision)

<b>IUATION</b>	CITEDA
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### Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 24 of 30

Name of Offeror or Contractor:	VALGON LIMITED	
name of Official of Contractor.	VALCOM LIMITED	

a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are request
In this solicitation is (are) economically advantageous to the Government.
<del></del>
(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an
economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. A Economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at
different quantity points, this information is desired as well.
OFFEROR RECOMMENDATIONS
PRICE

ITEM QUANTITY QUOTATION TOTAL

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
- K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
  AND OTHER RESPONSIBILITY MATTERS
- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has \* has not \*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

### Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Name of Offeror or Contrac	ctor: VALCOM LIMITED
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(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 K-9 PLACE OF PERFORMANCE OCT/1997

Page 25 of 30

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)

The offeror represents that-

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or respondent

(End of provision)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

- (a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
  - (b) It ( ) has, ( ) has not, -filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
  - K 1152 223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

AUG/2003

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
  - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

CONTINUATION CHEET	Reference No. of Document Be	ing Continued	Page 26 of 30	
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-R-A906	MOD/AMD		

Name of Offeror or Contractor: VALCOM LIMITED

- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:
  - (A) Major group code 10 (except 1011, 1081, and 1094.
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
  - (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-12 52.227-06 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.
- "(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
- K-13 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
- (a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supples it acquires.
- "(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE

Na	tional	Commercial				
St	ock	Item	Source of	Supply		
<u>Line Items</u>	Number	(Y or N)	Company	Address	Part No.	Actual Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)

### Reference No. of Document Being Continued **CONTINUATION SHEET**

PIIN/SIIN W15P7T-04-R-A906

Page 27 of 30

MOD/AMD

Name of Offeror or Contractor: VALCOM LIMITED

(1) List each deliverable item of supply and item of technical	data.
--	-------

- (2) If there is no national stock number, list 'none'.
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y'is listed, the Offeror need not complete the remaining columns in the table.
  - (4) For items of supply, list all sources. For technical data, list the source.
  - (5) For items of supply, list each source's part number for the item.
  - (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K - 14252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003 (a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
  - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Numb	er	Country of Origin
(3) The following end products are o	ther foreign end products:	
Line Item Numb	er	Country of Origin (If known)
	(End of provision)	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 28 of 30
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-R-A906 MOD/AMD	

Name of Offeror or Contractor: VALCOM LIMITED

The offeror represents that it--

from this solicitation.

- (a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

  (b) Representation.
- \_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
  \_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

### Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-A906

MOD/AMD

Page 29 of 30

Name of Offeror or Contractor: VALCOM LIMITED

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
L-1	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-2	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-3	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a  $\mbox{-1-}$  contract resulting from this solicitation.

(End of Provision)

L-4 52.233-2 SERVICE OF PROTEST

AUG/1996

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.
  - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-5 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FEB/1998

FEB/2004

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil

(End of Provision)

L-6 52.XXXX AMC-LEVEL PROTEST PROGRAM

LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004
52.7251

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Road Fort Belvoir VA 22060-5527

> Facsimile Number: (703) 806-8775 Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC).

The CC website address is:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 30 of 30
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-R-A906	MOD/AMD	

Name of Offeror or Contractor: VALCOM LIMITED

http://www.amc.army.mil/amc/command\_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

### MOD/AMD

SECTION A - SUPPLEMENTAL INFORMATION

AUTO/CHANGE AS6106 52

52.6106 01-JAN-2004 NOTICE: SOLICITATION OMBUDSMAN

(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Nanette McGinley. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
CECOM Acquisition Center
Solicitation Ombudsman
Attn: Ms. Diane L. Meickle
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

CHANGED AS6307

52.6307

01-AUG-1996 EXECUTIVE SUMMARY

1.  $\underline{\text{Description of the Item(s)/Service(s) being Procured}}$ . 300 Each AS-

2108A

Automatic Direction Finder Set

- 2. Program Objectives/Needs. -2-
- 3. <u>Delivery Schedule.</u> 120 Days after Contract
- 4. Government Testing Requirements. -4-
- 5.  $\underline{\text{Type of Contract}}$ . Firm Fixed Price
- 6. Format of the Contract. Uniform
- 7. Nature of the Work. Production
- 8. <u>Unusual/Specific Aspects of the Acquisition</u>. N/A
- 9. Source Selection Methodology. N/A
- 10.  $\, \underline{\text{Negotiated Procurements}}. \, \, \text{Sole source acquisition IAW FAR 6.302.2 to} \\ \, \text{Valcom Limited, Ontario Canada}$
- 11. <u>Disclaimer</u>. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.
- 12. The contractor shall use Commercial products, processes and practices to reduce development, production, and operational support costs.

MOD/AMD

01-SEP-2003 ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK) AUTO/CHANGE CS6900 52.6900 CS6900 ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS

(STATEMENT OF WORK)

Sep 2003)

(52.6900) (

- 1. The documents listed at Attachment -1- are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with the part number and integrated Statement of Work dated August 1, 2004.
- 2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment -2- govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).
- 3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment -3-. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <a href="http://assist.daps.dla.mil/">http://assist.daps.dla.mil/></a>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

- 4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated -4-, and Supplement -5-. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.
- 5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:
- a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP Building 4/Section D 700 Robbins Avenue Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

- b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.
- c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

MOD/AMD

American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <a href="http://www.dodssp.daps.mil">http://www.dodssp.daps.mil</a> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <a href="http://assist.daps.mil">http://assist.daps.mil</a>

- 6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.
  - a. Drawing Review and Certification.
- $(1) \ \ \text{The government has examined the Technical Data}$  Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.
- (2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment -6-, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.
- (3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.
- (4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.
  - b. Disposition of Drawings and Specifications.
- (1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.
- (2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.
- 7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:
- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
  - b. The identification of such parts is inconsistent, or

MOD/AMD

c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

- (-7-) effective date of contract.
- (-8-) date of contract award.

(End of clause)

SECTION D -	TION D - PACKAGING AND MARKING						
ADDED	DS7043	52.7043	01-APR-1999	STANDARD PRACTICE FOR COMMERCIAL PACKAGING			
ADDED	DS7047	52.7047	01-OCT-2001	BAR CODE MARKING			
SECTION E - INSPECTION AND ACCEPTANCE							
AUTO	EF0005	52.246-01	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS			
AUTO	EF0010	52.246-02	01-AUG-1996	INSPECTION OF SUPPLIES - FIXED-PRICE			
AUTO	EF0090	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES			
GEOGRAPH E	DEL TUEDTEG O	R PERFORMANCE					
SECTION E =	DELIVERIES O	K PERFORMANCE					

ADDED	FF0015	52.242-15	01-AUG-1989	STOP-WORK ORDER

01-APR-1984 VARIATION IN QUANTITY AUTO/CHANGE FF6035 52.211-16

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:
    - -1- Percent increase
    - -2- Percent decrease

This increase or decrease shall apply to -3-.

#### SECTION G - CONTRACT ADMINISTRATION DATA

AUTO	GS7025	52.7025	01-DEC-1987	PLACE OF PERFORMANCE AND SHIPPING POINT
AUTO	GS7050	52.7050	01-MAR-1999	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE

#### MOD/AMD

AUTO GS7055 52.7055 01-JUN-1999 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AUTO HA0120 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

AUTO/CHANGE HS6110 52.6110 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

- (a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.
  - (b) The format for all communication shall be compatible with the following:
- (c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.
- (d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.
- (e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data)
Contract Data Requirements List Submittals
Contract Data Requirements List Comments
Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed 1/2 megabyte)
Revised Shipping Instructions
Change Order Directions

- (f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.
- (g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.
- (h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:
  - (i) The Contracting Officer's e-mail address is: -2-

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The Contract Specialist's e-mail address is -3The Technical Point of Contact's e-mail address is: -4-

(End of clause)

AUTO	HS7500	225.802-70- LOCAL	01-DEC-2003	CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA			
SECTION I - CONTRACT CLAUSES							
AUTO	IF0007	52.202-1	01-JUN-2004	DEFINITIONS			
AUTO/DEI	L IF0008	52.202-1	01-DEC-2001	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)			
AUTO	IF0012	52.203-3	01-APR-1984	GRATUITIES			
AUTO	IF0015	52.203-5	01-APR-1984	CONVENANT AGAINST CONTINGENT FEES			
AUTO	IF0013	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT			
AUTO	IF0014	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)			
AUTO	IF0010	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES			
AUTO	IF0016	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY			
AUTO	IF0017	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY			
AUTO	IF0018	52.203-12	01-JUN-2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS			
AUTO	IF0025	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER			
AUTO	IF0851	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION			
AUTO	IF0030	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT			
AUTO	IF0038	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS			
AUTO	IF0061	52.215-2	01-JUN-1999	AUDIT AND RECORDSNEGOTIATION			
AUTO	IF0090	52.215-8	01-OCT-1997	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT			
ADDED	IF0067	52.215-10	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA			
ADDED	IF0070	52.215-12	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA			
AUTO	IF0074	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES			
AUTO/DEI	L IF0138	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS			
AUTO	IF0159	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT			
AUTO	IF0171	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS			
AUTO	IF0174	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES			

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	PHN/S	SIIN W15P7T-04-1	R-A906	MOD/AMD
AUTO	IF0175	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
AUTO	IF0193	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
AUTO/DEL	IF0201	52.225-10	01-MAY-2002	NOTICE OF BUY AMERICAN ACT REQUIREMENTCONSTRUCTION MATERIALS
AUTO/DEL	IF0202	52.225-10	01-MAY-2002	NOTICE OF BUY AMERICAN ACT REQUIREMENTSCONSTRUCTION MATERIALS ALTERNATE I (MAY 2002)
AUTO	IF0204	52.225-13	01-DEC-2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0255	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0267	52.227-09	01-APR-1984	REFUND OF ROYALTIES
AUTO	IF0329	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0332	52.229-4	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
AUTO	IF0335	52.229-05	01-APR-1984	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -
AUTO	IF0341	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
AUTO	IF0353	52.232-01	01-APR-1984	PAYMENTS
AUTO	IF0372	52.232-08	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0381	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0387	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0400	52.232-23 ALT I	01-JAN-1986	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)
AUTO	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0415	52.232-34	01-MAY-1999	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
AUTO	IF0700	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0586	52.243-01	01-AUG-1987	CHANGES - FIXED PRICE
AUTO	IF0620	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
AUTO	IF0679	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
AUTO	IF0760	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0783	52.249-02	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0810	52.249-08	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IA0020	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
AUTO	IA0045	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY

IA0165 252.225-7001 01-APR-2003 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM

PIIN/SIIN W15P7T-04-R-A906 MOD/AMD

AUTO	IA0170	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS			
AUTO	IA0180	252.225-7007	01-OCT-2002	BUY AMERICAN ACTTRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM			
AUTO	IA0185	252.225-7009	01-AUG-2000	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)			
AUTO	IA0190	252.225-7010	01-AUG-2000	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRYADDITIONAL PROVISIONS			
AUTO	IA0191	252.225-7012	01-JUN-2004	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES			
AUTO	IA0205	252.225-7025	01-APR-2003	RESTRICTION ON ACQUISITION OF FORGINGS			
AUTO	IA0100	252.225-7031	01-APR-2003	SECONDARY ARAB BOYCOTT OF ISRAEL			
ADDED	IA0132	252.227-7013	01-NOV-1995	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS			
ADDED	IA0454	252.227-7016	01-JUN-1995	RIGHTS IN BID OR PROPOSAL INFORMATION			
AUTO	IA0575	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES			
AUTO	IA0735	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS			
AUTO	IA0740	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT			
AUTO	IA0752	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA			
AUTO/FIL	IF6852	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1			
ADDED	IF7075	52.227-03	01-APR-1984	PATENT INDEMNITY (ALTERNATE II)			
AUTO	IF7200	52.243-07	01-APR-1984	NOTIFICATION OF CHANGES			
AUTO	IF7240	52.252-02	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE			
SECTION J -	- LIST OF ATTA	ACHMENTS					
AUTO/DEL	JS6010	52.6010	01-APR-1984	CONVENIENCE ENCLOSURES			
SECTION K -	SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS						
AUTO	KF0050	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS			
AUTO	KA0050	252.225-7017	01-FEB-2000	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA			
ADDED	KA0070	252.227-7017	01-JUN-1995	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS			
AUTO/FIL	KF6067	52.219-1	01-MAY-2004	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)			
AUTO	KF7010	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION			
AUTO	KF7016	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION			
AUTO	KF7017	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITYSUPPLIES			
AUTO	KF7022	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS			

PIIN/SIIN W15P7T-04-R-A906 MOD/AMD AUTO KF7075 52.215-6 01-OCT-1997 PLACE OF PERFORMANCE KF7085 52.222-22 01-FEB-1999 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS AUTO AUTO KF7099 52.223-13 01-AUG-2003 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING ADDED KF7124 52.227-06 01-APR-1984 ROYALTY INFORMATION AUTO KA7030 252.217-7026 01-NOV-1995 IDENTIFICATION OF SOURCES OF SUPPLY AUTO KA7040 252.225-7000 01-APR-2003 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE KA7095 AUTO 252.247-7022 01-AUG-1992 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS LF0122 52.215-05 01-JUL-1987 SOLICITATION DEFINITIONS AUTO AUTO LA0210 252.204-7001 01-AUG-1999 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING AUTO/FIL LF6045 52.216-01 01-APR-1984 TYPE OF CONTRACT AUTO/FIL LF6500 52.233-2 01-AUG-1996 SERVICE OF PROTEST

01-FEB-2004 AMC-LEVEL PROTEST PROGRAM

01-FEB-1998 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

LF7240

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